

# Terms and Conditions

## Terms And Conditions Of Service

### 1. ACCEPTANCE OF TERMS AND CONDITIONS

When using this site Falkirk-Advertiser.Co.Uk you have agreed to accept the following Terms and Conditions of Service which can be updated by us from time to time without notice you, all updated information will be implemented immediately after its publication on this page.

### 2. THE DESCRIPTION OF SERVICE

When utilizing our services you are in agreement and compliant with regards to any and all communications from Falkirk-Advertiser.Co.Uk.

You agree, that Service is provided AS-IS that means Falkirk-Advertiser.Co.Uk is not responsible for timeliness, removal, abnormality or refusal of storage of any user communications or options.

These services are for use only under a non-exclusive, non-transferable, and non-assignable license under these terms and conditions of use. You have no right to copy, sell, or otherwise maintain in any commercial (or non commercial) purposes the service or the content (in full or in part), access to this service or use of this service.

Some of the services offered in Falkirk-Advertiser.Co.Uk may contain a feedback survey for Users of this service and-or articles with the original contents and opinion. Using these contents, or participation in these contents you agree to do so at your own risk, the user agrees on the following:

Falkirk-Advertiser.Co.Uk provides access to the unchecked contents concerning the third part. Falkirk-Advertiser.Co.Uk has no possibility to check, and thus does not accept any obligations of the control, research, confirmation, the statement, or approval of the contents which is published on its website.

### 3. YOUR REGISTRATION OBLIGATIONS

You agree that, you have achieved legal age to conclude contracts and you are not a person who is forbidden to use according to laws of United Kingdom and-or other countries, or other corresponding jurisdiction.

Falkirk-Advertiser.Co.Uk the website is accessible only to people who can generate legally obligatory contracts, Services of this website are not accessible to minors. If Users do not qualify in regards to all of these requirements they cannot use any of the Falkirk-Advertiser.Co.Uk services.

### 4. Falkirk-Advertiser.Co.Uk PRIVACY POLICY

Registration data and other personal information pertaining to you are applicable to our Privacy Policy. You agree on gathering, storage and use (as it is directed in our Privacy Policy) this information, including transfer of this information to Falkirk-Advertiser.Co.Uk and to its partners.

### 5. Falkirk-Advertiser.Co.Uk MEMBER ACCOUNT, PASSWORD AND SECURITY

You are completely responsible for maintenance of confidentiality of your personal password, and the accounts and actions which transpire within your personal account, and password. Falkirk-Advertiser.Co.Uk is not responsible for any loss or damage which takes place from your refusal to execute these terms and conditions.

### 6. BEHAVIOUR OF THE MEMBER

You understand that only the person who has published this Content is responsible for the information publicly declared or confidentially transmitted. It means, that you, instead of Falkirk-Advertiser.Co.Uk, be completely responsible for the Contents which you load, declare, transmit or otherwise make accessible through this Service. Falkirk-Advertiser.Co.Uk is not responsible for the Contents posted through Service and, subsequently, does not guarantee accuracy, integrity or quality of such Content. You understand that using our Service, you can be exposed in offensive, indecent or undesirable aspect. Falkirk-Advertiser.Co.Uk will never be responsible for any Content, including, but not being limited to any mistakes or omissions in any Contents, either any loss or damage of any kind suffered as a result of use of any Contents, posted, sent on e-mail, transmitted or otherwise made accessible through Service.

You agree do not use Service for: loadings, announcements, sending by e-mail, transfer or otherwise facilitate access to any Content which is deemed to be illegal, harmful, menacing, offensive, discrediting, vulgar, obscene, slanderous, aggressive, harmful, or in any way racial, ethnically or otherwise undesirable.

You acknowledge that Falkirk-Advertiser.Co.Uk may or may not pre-screen Content, but that Falkirk-Advertiser.Co.Uk and its representatives have the right (but not the obligation) under their own discretion to show on the screen or to move any Contents which become accessible through Service.

Falkirk-Advertiser.Co.Uk and its representatives have the right to remove any Contents which breach the Terms and Conditions of our policies, if it is deemed undesirable for any other reason, at our discretion. You agree to take all risks connected with use of any Content including accuracy, completeness or full value of this Content. In this connection, you recognize that you cannot rely on any Contents created by Falkirk-Advertiser.Co.Uk or presented on Falkirk-Advertiser.Co.Uk.

You agree, that Falkirk-Advertiser.Co.Uk may gain access, maintain and open your account information and the Content as it is prescribed by law, or preservation of access or disclosing as necessary according to the point of view of: (a) performance of legal processes; (b) it is offered by Terms and Conditions; (c) answer the requirements, that such Content breaks the rights of the third parties; (d) answers your inquiries about service of the client; or (e) protects the rights, the property or personal safety of Falkirk-Advertiser.Co.Uk, its users and the public.

You understand that technical processes and utilization of Services, including your Content, can include: (a) transfer on various networks; and (b) changes to adapt to technical requirements of communication networks or devices.

You understand, that Service and the software entering into Service, can include components of safety in accordance with protected and or copyrighted digital media, and furthermore that the use of these types of materials are protected under the rules of use established by Falkirk-Advertiser.Co.Uk and-or suppliers of any and all information which deliver the content for Service. You are strictly prohibited from attempting to reject or bypass any of these aforementioned rules of Services. Any and all unauthorized reproduction, publication, further distribution or public exhibition of materials given on Service, in full or in part, is strictly forbidden.

## 7. PAYMENT

Any funds received from the account, procured from any other than legal sources! (For example stolen credit cards) will be immediately returned. Falkirk-Advertiser.Co.Uk is not responsible for any activity which causes the user to fail to produce, procure, and or facilitate sales and or revenues; Falkirk-Advertiser.Co.Uk is not responsible for the monitoring or maintaining of the users transactions. Therefore Falkirk-Advertiser.Co.Uk is not responsible for transactions that do not meet the users expectations or are not fulfilled completely to the users satisfaction. In such cases whereas the goods and services are not to the users satisfactions, or the goods or services are not delivered, as previously discussed. All users should use caution and proceed with any and all transactions as prudently as possible. Falkirk-Advertiser.Co.Uk is not responsible for your personal transactions and there ultimate outcome. You cannot refund your purchase at Falkirk-Advertiser.Co.Uk.

## 8. SPECIAL REMARKS ON INTERNATIONAL USE

Recognizing global character of the Internet, you agree to carry out and respect all local laws, as well as international laws! Always being respectful of your personal online behavior and maintaining acceptable Content. In particular you agree to execute all laws concerning transfer of the specifications exported from United Kingdom or the country in which you live.

## 9. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE

Falkirk-Advertiser.Co.Uk does not apply for the property of the Contents which you give or make accessible to Service. Concerning the Content which you give or make accessible to inclusion in publicly accessible areas of Service, you give Falkirk-Advertiser.Co.Uk extensive, without author fee and not exclusive license for the following

\*With regard to photos, graphics, audio or video you submit or make available for inclusion on publicly accessible area of the Service other than Falkirk-Advertiser.Co.Uk Members we give

The license for use, distribution, reproduction, change, adaptation, public performance and public display of the Content for Service exclusively with a view of in which its Contents have been presented or made accessible. This license comes to an end when Falkirk-Advertiser.Co.Uk deletes this Content from Service.

\* With regard to Content except for photos, audio, graphics or video you represent or make accessible to inclusion in publicly accessible areas of Service except for Falkirk-Advertiser.Co.Uk Members, the perpetual, irrevocable and fully sub licensable license to use distribute, reproduce, change, adapt, publish, translate, publicly perform and publicly display the Contents (in full or in part) and to include the Content in other works in any format or environment known or later developed.

The user understands and agrees on the following:

At the present time you give Falkirk-Advertiser.Co.Uk international, infinite, irrevocable, and without royalty the license to use, copy, change, show, and carry out the User contents, under all User intellectual property and the proprietary rights internationally. For prevention of doubt, providing communications to satisfy accepted on servers except for that from Falkirk-Advertiser.Co.Uk it will not be considered "representing" such contents with a view of this granting license.

#### 10. A GUARANTEE OF THE INDEMNIFICATION

You agree to consider Falkirk-Advertiser.Co.Uk and its branches, officials, the agents serving, partners and licensors exempted from any responsibility or requirements, including a payment made by any third party because of or resulting from the Contents which you represent, announce, transmit or otherwise make accessible through Services, your use of Service, your connection with Service, your infringement of Terms and Conditions, or your infringement of any rights of another.

#### 11. ANY RESALE OF SERVICE

You agree do not reproduce, duplicate, copy, sell, trade, resale or maintain in any commercial objectives of any part of Service, use of Service, or access to Service.

#### 12. GENERAL PRINCIPLES CONCERNING USE AND STORAGES

You agree that Falkirk-Advertiser.Co.Uk can establish the general principles and limits concerning use of the Service. You agree that Falkirk-Advertiser.Co.Uk has no responsibility for removal or refusal to store any messages and other communications or other Content supported or transmitted by Service. You recognize that Falkirk-Advertiser.Co.Uk reserves the right to remove accounts which are stagnant or idle on a long time interval. You further recognize that Falkirk-Advertiser.Co.Uk reserves the right to change these general principals and limits at any time without notice.

#### 13. UPDATINGS OF SERVICE

Falkirk-Advertiser.Co.Uk reserves the right at any time and from time to time to change or stop, temporarily or permanently, Services with or without notice. You agree, that Falkirk-Advertiser.Co.Uk will not answer for you or any third party for any updating of information, possibly resulting in a suspension or the termination of Services.

#### 14. END

You agree, that Falkirk-Advertiser.Co.Uk can, under certain circumstances, at our discretion, and without prior notice, immediately discontinue your Falkirk-Advertiser.Co.Uk account any connected e-mail address, and access to our Services.

#### 15. ACTIONS OF ADVERTISERS

You agree that Falkirk-Advertiser.Co.Uk will not be responsible for any loss or damage of any kind suffered as result of any such actions or as a result of presence of such advertisers on Falkirk-Advertiser.Co.Uk.

#### 16. LINKS

You recognize and agree, that Falkirk-Advertiser.Co.Uk will not be responsible, directly or indirectly, for any damage or losses caused in connection of use of the Content, the goods or the services accessible on or through a site or a resource. Connection with or providing URL, any and all sites and or pages containing obscene or vulgar language are strictly prohibited and are not allowed. Essentially adult websites cannot be published within Falkirk-Advertiser.Co.Uk. You agree do not post any link, URL of Falkirk-Advertiser.Co.Uk competitors.

#### 17. Falkirk-Advertiser.Co.Uk`S PROPRIETARY RIGHTS

Falkirk-Advertiser.Co.Uk gives you a personal, inexpressible both non-exclusive right and license for use of codes of the object Software on one computer; provided that you will not be (and will not allow any third part) to copy, change or alter and or redesign the initial text of the Software. You agree do not change or alter the Software in any manner or form, in addition do not utilize counterfeited or altered versions of the any copyrighted Software, including (without restriction) reception of unauthorized access to Service. You agree do not gain access to Falkirk-Advertiser.Co.Uk Services except through the interface with which provides Falkirk-Advertiser.Co.Uk for assigned users access to Services.

#### 18. THE LEGAL CLAUSE OF GUARANTEES

You obviously understand and agree that your use of services is at your own personal risk, we are not responsible for the views and opinions of content of information obtained through the use Falkirk-Advertiser.Co.Uk.

#### 19. RESTRICTION OF LIABILITY

You obviously understand and agree, that Falkirk-Advertiser.Co.Uk and its agents, and or partners do not bear the responsibility for any straight lines, indirect, unforeseen, special, consecutive losses, including but not being limited to loss of profits, data or other losses.

#### 20. POSTING LISTINGS

You agree do not publish false data, or any misleading information which may result in immediate suspension or termination at our discretion.

#### 21. THE SPECIAL REMARK ON SERVICES, CONCERNING FINANCIAL AFFAIRS

Services are provided in the form of information and in commercial objectives. Falkirk-Advertiser.Co.Uk and its licensors do not bear the responsibility for accuracy, full value or suitability of any information transmitted or made accessible through utilization of our Services, and should not be responsible for any trade or the investment decisions established on such information. We are not involved in any transactions between you and other Falkirk-Advertiser.Co.Uk users. You obviously understand and agree that Falkirk-Advertiser.Co.Uk has no relation to any dispute, is not obliged to undertake any action or to refrain from undertaking action to the decision of any such dispute. If you enter into a dispute with any other user of the Site, you agree that Falkirk-Advertiser.Co.Uk is exempt from any statement, requirements and any all possible losses (actual and or consecutive) and character connected with regards to this dispute.

#### 22. NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this Terms and Conditions, there shall be no third-party beneficiaries to this agreement.

#### 23. NOTICE

Falkirk-Advertiser.Co.Uk reserves the right to provide you notice, including changes of Terms and Conditions, by e-mail, regular mail or through publication on the given page.

#### 24. THE INFORMATION of THE TRADE MARK

Without authorization and a Falkirk-Advertiser.Co.Uk sanction, you agree do not display and or utilize any Falkirk-Advertiser.Co.Uk trade mark.

#### 25. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

Falkirk-Advertiser.Co.Uk respects the intellectual property of others, and we expect that our users do the same. Falkirk-Advertiser.Co.Uk, under certain circumstances and under its discretion, can disable and-or close accounts of users who have repeatedly infringed upon the rights of others. If you believe, that your work has been copied, that is a

copyright infringement, or your intellectual property rights have been broken differently, please, communicate Falkirk-Advertiser.Co.Uk.

by email: Contact Us

## 26. GENERAL INFORMATION

### Agreement.

Terms and Condition set up the full agreement between you and Falkirk-Advertiser.Co.Uk and supervises over your use of Service, replacing any previous agreements between you and Falkirk-Advertiser.Co.Uk concerning Service. You may also be subjected to additional terms and conditions which can be applied when you use or purchase services from other Falkirk-Advertiser.Co.Uk users services or goods, and or (affiliate services), concerning third party content or the software concerning a third party.

### Waiver and Severability of Terms.

In specific cases whereas the inconsistency of application of any Falkirk-Advertiser.Co.Uk rules and regulations are not the reason of refusal of application of this right or conditions. (Ignorance of rules does not relieve from responsibility of their performance.) If the court of competent jurisdiction finds any condition of Terms and the Conditions, unsuitable, the parties, however, agree that the court should try to judge the parties with intention of the account of this condition, and other positions of Terms and Conditions remain in full force.

### No Right of Survivorship and Non-Transferability

You agree that your Falkirk-Advertiser.Co.Uk account is inexpressible and any rights to your Falkirk-Advertiser.Co.Uk account come to an end in the event of your unfortunate demise. At reception of a legal and certifiable copy of the certificate of death, your account can be promptly closed.

### Statute of Limitations

You agree, that irrespective of any statute or the law to the contrary, any claim or cause of action resulting or connected with use Service or the Terms and Conditions should be filed (or registered) within one (1) year, 365 calendar days, after occurrence of such requirement (application), or the basis of the claim or to be forever forbidden.

The titles in Terms and Conditions are used only for convenience and have no legal or contractual effect.

Terms and Conditions and relations between you and Falkirk-Advertiser.Co.Uk shall be determined as governed by the currently active laws of the sovereignty of United Kingdom as prescribed without taking into account lawful conditions of the conflict. You and Falkirk-Advertiser.Co.Uk agree to obey personal and exclusive jurisdiction of the courts located within United Kingdom.

## 27. INFRINGEMENTS

Please inform and provide any and all information in regards to possible infringements of Terms and Conditions.

## 28 E-MAIL ADDRESSES

Members agree do not announce an e-mail address on a site if it is expressed as forbidden by Falkirk-Advertiser.Co.Uk.

## 29 PROVIDING CONTACT INFORMATION

You are authorized to make direct contact with another member unless as prescribed as prohibited and not permitted by Falkirk-Advertiser.Co.Uk

## 30 General RESTRICTIONS

Users will not distribute any information unless requested and permitted, any solicitation of information in the form of commercial messages or ("SPAM") through the User account will not be permitted and is unauthorized.

Users will not participate in personal attacks, negative or unfair criticism or any other form of nonprofessional online behaviors.

Users will not create repeated user accounts.

Only one account per IP is allowed.

Account can be unblocked only once!

This website is not associated or affiliated to The Falkirk Herald or any part of the Johnston Press Plc group in any way and does not make any representation in any fashion of being an online copy or rendition of the Falkirk, Grangemouth and Linlithgow Advertiser newspaper nor does it imply in any way an association with this newspaper publication. This website is a totally independent and private enterprise based entirely in the realm of the World Wide Web.